

EXHIBIT 9



Base Agreement

This Provider Agreement (the "Provider Agreement" or "Agreement") is entered into between Caremark, L.L.C., a California limited liability company and CaremarkPCS, L.L.C., a Delaware limited liability company (collectively "Caremark"), and the undersigned provider ("Provider"). Caremark and Provider agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used in the Agreement shall have the meanings set forth in the Glossary of Terms contained in the Provider Manual.
2. **Credentialing.** Provider represents, warrants, and agrees that as of the date of execution of the Agreement, Provider is and shall maintain in good standing, all federal, state and local licenses and certifications as required by Law. Provider will provide Caremark with the information required from time to time regarding Provider's credentials, including, but not limited to Provider's licensure, accreditation, certification, and insurance, and will comply with and maintain Caremark credentialing standards and requirements.
3. **Provider Services and Standards.** Unless Provider's professional judgment dictates otherwise, Provider will render to all Eligible Persons the Pharmacy Services to which the Eligible Person is entitled in accordance with the Agreement, the prescriber's directions, the applicable Plan, and applicable Law. Provider will submit all Claims for such Pharmacy Services electronically to Caremark in accordance with the Caremark Documents. Caremark may inspect all records of Provider relating to the Agreement.
4. **Eligible Person Identification and Cost Share.** Provider will require each person requesting Pharmacy Services to verify that he or she is an Eligible Person. With respect to each Covered Item dispensed to an Eligible Person, Provider will collect from the Eligible Person the applicable Patient Pay Amount communicated to Provider through the Caremark claims adjudication system or other method established by Caremark. Provider will not waive, discount, reduce, or increase the Patient Pay Amount indicated in the Caremark claims adjudication system unless otherwise authorized in writing by Caremark. Except for the collection of the applicable Patient Pay Amount, in no event will Provider seek compensation in any manner from an Eligible Person for Pharmacy Services with respect to a Covered Item.
5. **Network Participation and Payment.** Provider agrees to participate in the networks identified on the attached Schedule A according to the terms set forth therein. Caremark will pay Provider for Covered Items dispensed to Eligible Persons pursuant to the Agreement in accordance with Schedule A. Any overpayments made to Provider by Caremark may be deducted from amounts otherwise payable to Provider.
6. **Compliance with Law.** Provider will comply with all applicable Laws, including but not limited to those Laws referenced in the Federal and State Laws and Regulations section (and attached Addendums thereto) set forth in the Provider Manual.
7. **Indemnification.** Provider acknowledges that Provider bears sole responsibility for any liability arising (i) from any actual or alleged malpractice, negligence, misconduct, or breach by Provider in the performance or omission of any act or responsibility assumed by Provider or (ii) in the provision of

Pharmacy Services or the sale, compounding, dispensing, manufacturing, or use of a drug or device dispensed by Provider. Provider will indemnify and hold harmless Caremark and Plan Sponsors and their respective shareholders, directors, employees, agents, and representatives from and against any and all liabilities, losses, settlements, claims, injuries, damages, expenses, demands, or judgments of any kind (including reasonable expenses and attorneys' fees) that may result or arise out of (i) any actual or alleged malpractice, negligence, misconduct, or breach by Provider in the performance or omission of any act or responsibility assumed by Provider or (ii) in the provision of Pharmacy Services or the sale, compounding, dispensing, manufacturing, or use of a drug or device dispensed by Provider.

8. Limitation on Liability. In no event will Caremark be liable to Provider for indirect, consequential, or special damages of any nature (even if informed of their possibility), lost profits or savings, punitive damages, injury to reputation, or loss of customers or business.

9. Term. The Agreement will begin on the date of acceptance by Caremark and will remain in effect until terminated in accordance with the Provider Manual.

10. Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that Caremark may, without consent, assign this Agreement to any direct or indirect parent, subsidiary, or affiliated company or to a successor company. Any permitted assignee shall assume all obligations of its assignor under this Agreement. This Agreement shall inure to the benefit of and be binding upon each party, its respective successors and permitted assignees.

11. Entire Agreement. This Agreement, the Provider Manual, and all other Caremark Documents constitute the entire agreement between Provider and Caremark, all of which are incorporated by this reference as if fully set forth herein and referred to collectively as the "Provider Agreement" or "Agreement". Any prior agreements, promises, negotiations, or representations concerning the subject matter covered by the Agreement are terminated and of no force and effect. Provider's non-compliance with any of the provisions of this Agreement, including the Provider Manual and other Caremark Documents will be a breach of the Provider Agreement. In the event there is a conflict between any of the provisions in this Provider Agreement, the Provider Manual, other Caremark Documents and a provision in an applicable State specific addendum attached to the Federal and State Laws and Regulations section of the Provider Manual, the terms of the applicable State specific addendum shall govern.

12. Waiver. Failure to exercise any of the rights granted under the Agreement for any one default will not be a waiver of any other or subsequent default. No act or delay shall be deemed to impair any of the rights, remedies, or powers granted in the Agreement.

13. Lawful Interpretation and Jurisdiction. Whenever possible, each provision of the Agreement shall be interpreted so as to be effective and valid under applicable Law. Should any provision of this Agreement be held unenforceable or invalid under applicable Law, the remaining provisions shall remain in full force and effect. Unless otherwise mandated by applicable Law, the Agreement will be construed, governed, and enforced in accordance with the laws of the State of Arizona without regard to choice of law provisions.

14. Headings. The headings of Sections contained in the Agreement are for convenience only and do not affect in any way the meaning or interpretations of the Agreement.

SCHEDULE A

NETWORK PARTICIPATION AND PAYMENT

This Schedule A is comprised of this Schedule A and all prior and subsequent network addendums and network enrollment forms, all of which are incorporated herein by this reference and referred to collectively as "Schedule A". Provider agrees that it will participate in all Caremark and Plan Sponsor pharmacy networks in which: (1) Provider participates in as of the date of this Agreement; (2) Provider and Caremark have executed a network addendum or network enrollment form as of the date of this Agreement; (3) Provider and Caremark subsequently execute a network addendum or network enrollment form; and (4) Provider agrees to participate as evidenced by its provision of Pharmacy Services to an Eligible Person of a Plan Sponsor utilizing such pharmacy network(s).

Unless otherwise set forth in a network addendum or network enrollment form signed by both parties, claims submitted for a Plan Sponsor participating in an Caremark or Plan Sponsor network will be reimbursed at the lower of: (i) AWP less the applicable AWP Discount plus the applicable Dispensing Fee less the applicable Patient Pay Amount; (ii) MAC plus the applicable Dispensing Fee less the applicable Patient Pay Amount; (iii) ingredient cost submitted by Provider plus the applicable Dispensing Fee less the applicable Patient Pay Amount; (iv) Provider's U&C price less the applicable Patient Pay Amount; or (v) gross amount due less the applicable Patient Pay Amount. The applicable AWP Discount and Dispensing Fee will be set forth in the applicable network addendum or network enrollment form. If Provider has not executed and delivered to Caremark a network addendum or network enrollment form, the applicable AWP Discount and Dispensing Fee will be the reimbursement rate as indicated in the adjudication claims system as to such claim. AWP Discounts and Dispensing Fees may be amended in accordance with the terms of the Agreement.

Notwithstanding any other provision in the Provider Agreement, claims (excluding compounded medications) submitted for a Plan Sponsor participating in a Caremark or Plan Sponsor network may be reimbursed at the lower of: (i) Price Type plus an applicable percentage of the Price Type, or minus the applicable percentage of the Price Type, plus the applicable Dispensing Fee less the applicable Patient Pay Amount (or if applicable Price Type is unavailable for a given drug, Caremark will pay Provider based upon AWP minus the applicable AWP Discount plus the applicable Dispensing Fee minus the applicable Patient Pay Amount); (ii) MAC plus the applicable Dispensing Fee less the applicable Patient Pay Amount; (iii) ingredient cost submitted by Provider plus the applicable Dispensing Fee less the applicable Patient Pay Amount; (iv) Provider's U&C price less the applicable Patient Pay Amount; or (v) Provider's submitted Gross Amount Due less the applicable Patient Pay Amount.

(X) By selecting this option, Provider, through its duly authorized representative, executes this Provider Agreement (which includes the Provider Manual) with CVS Caremark[®], and acknowledges

receipt of the Provider Manual as available through this [link](#).

() I decline to execute the Provider Agreement. If you select this option, you understand that you may not use the Pharmacy Portal to continue the enrollment process.

Signature:

farleyiowa/Robert Greenwood
12/05/2021 07:15:21 PM
Maquoketa Pharmacy Inc
1626920/1861155699
918 W Platt St
Suite 2
Maquoketa, IA 52060



Addendum to Caremark Provider Agreement Compounding: Limited Scope of Pharmacy Services

This Addendum ("Addendum") to the Caremark Provider Agreement is hereby entered into by and between the undersigned Provider, and Caremark, L.L.C. and CaremarkPCS, L.L.C. ("Caremark") (hereinafter collectively referred to as "the Parties").

WHEREAS, Provider provided information to Caremark as part of the enrollment and credentialing process that Provider only dispenses non-complex compounds as part of its Pharmacy Services. A non-complex compound is compound that is not complex, and a "complex compound" is defined as a compound that meets any one of the following three (3) elements: (1) a mixture of chemicals that involve bulk chemicals (API), aliquots, or dissolutions of tablets and/or capsules; (2) the route of administration does not remain in accordance with FDA-approved labeling/indications for each ingredient contained within the compound; or (3) requires specialized equipment (unguator, ointment mill, etc), training, or gowning or requires special environmental conditions to protect pharmacy staff and public.

WHEREAS, the parties wish to amend the Provider Agreement to reflect the limited scope of Pharmacy Services that Provider is permitted to provide under the Provider Agreement.

NOW, THEREFORE, in consideration of the mutual premises of this Addendum and the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Provider agrees, unless otherwise expressly authorized by Caremark in writing, that Provider is not permitted under the Provider Agreement to dispense complex compounds and shall not submit claims for complex compounds. A "complex compound" is defined as a compound that meets any one of the following three (3) elements: (1) a mixture of chemicals that involve bulk chemicals (API), aliquots, or dissolutions of tablets and/or capsules; (2) the route of administration does not remain in accordance with FDA-approved labeling/indications for each ingredient contained within the compound; or (3) requires specialized equipment (unguator, ointment mill, etc), training, or gowning or requires special environmental conditions to protect pharmacy staff and public.
- Provider agrees that dispensing complex compounds are outside the scope of Provider's permitted Pharmacy Services and submission of claims to Caremark for complex compounds is therefore a breach of the Provider Agreement, subject to all available remedies Caremark may have under the Provider Agreement (which includes the Provider Manual) including but not limited to recoupment of the claims and termination of the Provider Agreement.
- In the event Caremark expressly authorizes Provider to dispense complex compound claims, Provider acknowledges that it must agree to any requirements Caremark may have to substantiate complex compounds, including but not limited to, evidence that each of the active ingredients in the compound is used for an indication that is supported by one study from compendial listing of IIb, B or higher to support route of administration change.

Capitalized terms used herein shall have the same meaning as in the Provider Agreement. All of the existing terms and conditions of the Provider Agreement not amended by this Addendum shall remain

in full force and effect subject to the modifications and amendments contained in this Addendum.

Caremark presents the terms of this Addendum ("Addendum") to the Agreement to you with the intent of forming a binding agreement between the parties when you execute the Addendum to the Agreement electronically. Select one:*

(X) By selecting this option, Provider, through its duly authorized representative, executes this Addendum to the Provider Agreement (which includes the Provider Manual) with Caremark.

() I decline to execute the Addendum to the Provider Agreement. If you select this option, you understand that you may not use the Pharmacy Portal to continue the enrollment process.

Signature:

farleyiowa/Robert Greenwood
12/05/2021 07:15:09 PM
Maquoketa Pharmacy Inc
1626920/1861155699
918 W Platt St
Suite 2
Maquoketa, IA 52060